

Panaji, 30th August, 1990 (Bhadra 8, 1912)

SERIES II No. 22

OFFICIAL GAZETTE

GOVERNMENT OF GOA

GOVERNMENT OF GOA

Education Department

Order

No. 21/2/90-EDN

Kum. Anjana Raju is hereby temporarily appointed on ad-hoc basis as Lecturer in Commerce in Government College of Arts, Science & Commerce, Sanquelim under the Directorate of Education with effect from the date of her joining in the scale of Rs. 2200-4000/- plus the usual allowances admissible from time to time with the initial pay of Rs. 2200/-.

The appointment is subject to the condition specified in the office Memorandum No. 21/11/90-EDN dated 19-7-1990 and the Rules and Regulation laid down by the Government from time to time.

The appointment is for a period of six months and purely on ad hoc basis and it will not bestow on the appointee any claim for regular appointment, promotion to the higher post and seniority and will be liable to be terminated by one month's salary in lieu of notice.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse so as to disqualify her from the holding of a post under Government.

By order and in the name of the Governor of Goa.

D. N. Accawade, Under Secretary (Education).

Panaji, 16th August, 1990.

Directorate of Education

Order

No. DE/Acad. I/NEZ-Pe/13/SDES/78/Vol. IV/1305

Whereas the Department of Education had received complaints about non-payment of salaries to the employees of Shri Durga English High School, Parse, Pernem.

Whereas enquiries were conducted through the Departmental Officers and necessary instructions to effect the payment were issued.

And whereas the Management has not complied with the instructions issued vide this office letter No. DE/Acad.I/NEZ/Pe/13/SDES/78/Vol. IV/1699 dated 6.6.1989 in the matter of immediate payment to the employees of the school with effect from 1st March, 1989.

And whereas due to some internal dispute between the Management and the teachers, it is not possible to disburse the salaries to the employees of the school through the Management of the school.

Therefore, the Director of Education in exercise of the powers vested in him vide Rule 60 of the Education Rules, 1986 hereby authorise Shri Anil Lawanis, Asstt. Accounts Officer, North Educational Zone, Mapusa-Goa.

- (i) To draw and disburse the salary portion of maintenance grants which is payable to the school, and have that amount utilised for paying the members of the staff of the school against their salaries and allowances. Detailed account with particulars regarding the disbursement of such amount should however, be maintained separately and care shall be taken to see that amount so drawn is not utilised for any other purpose. If the amount so drawn or any part thereof remains undisbursed after the lapse of a month of the date of which it was drawn, the same shall be credited back to the Govt. treasury by the said Officer.
- (ii) Before paying to the members of the school staff as stated in (i) above, the Officer may ask each of them to execute an indemnity bond to the effect that if it is in subsequently found that the amount paid to any portion thereof was not really due to him/her, such amount or portion thereof shall be liable to be recovered from him/her.
- (iii) The amount of maintenance grant drawn and utilised as stated in (ii) above by the Officer for payment to the school staff salaries and allowance would stand set of against the grant due to the school.

This supersedes the order No. DE/Acad. I/NEZ-Pe/13/SDES/78/Vol. IV/1902, dated 21/6/1989.

By order and in the name of the Governor of Goa.

V. M. Dessai, Director of Education and Ex-Officio Additional Secretary to Government of Goa.

Panaji, 24th May, 1990.

Department of Cooperation

Office of the Registrar of Co-operative Societies

Order

No. 48-1-90/TS

Read: Letter dated 26-7-1990 from Adv. Shashikant Anant Parab, Room No. 33 Municipal Market Complex, Bicholim-Goa.

By virtue of powers delegated to me vide Government Order No. CDB/Coop./1198/68-71 dated 20-5-1971 and in terms of Sub-section (1) of Section 93 of the Maharashtra Coop. Societies Act, 1960 as applied to the State of Goa, read with Sub-Rule (1) of Rule 73 of the Coop. Societies Rules, 1962 I, S. S. Keshkamat Dy. Registrar of Coop. Societies, Goa, am pleased to appoint Shri Shashikant Anant Parab, Advocate, Bicholim as Registrar's Nominee for deciding the disputes arising in any of the Coop. Societies functioning under the jurisdiction of the Asstt. Registrar, Cooperative Societies, North Zone, Mapusa for Bicholim Taluka with Headquarters at Bicholim for a period of one year from 21st August, 1990 to 20th August, 1991.

S. S. Keshkamat, Dy. Registrar of Coop. Societies, Goa.

Panaji, 22nd August, 1990.

Revenue Department

Notification

No. 22/175/89-RD

Whereas it appears to the Government of Goa, (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as "the said land") is likely to be needed for public purpose viz. Land Acquisition for farm development courses in the Command Area of Branch Canal taking at Ch. 18.45 kms. of L.B.M.C. of S.I.P. situated at Veroda village of Salcete Taluka.

And whereas in the opinion of the Government the provisions of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), are applicable.

Now, therefore, the Government hereby notifies under sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer (S.I.P.) Gogal Margao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Special Land Acquisition Officer (S.I.P.) Gogal Margao.
3. The Executive Engineer, Works Division XIV, Irrigation Department Gogal Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, (S.I.P.) Gogal Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Veroda

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
40 part	O: 1. Alvaro Barreto. 2. Claud Noronha. 3. Marcelina Coutinho Brito. 4. Remediona Barbosa. 5. Albertin Antonio Joseph Furtado.	8000.00
39 part	O: Gopinath Krishna Naik Kurade.	800.00
49 part	O: 1. Antonio Andriano Furtado. 2. Domingos Salvador D'Costa. 3. Maria Santan Barbosa. 4. Abondino Gomes.	2000.00

1	2	3
24/14 part	O: 1. Govind Vaman Lotlikar. 2. Ragunath Shanu Dessai. T: 1. Ragunath Shanu Dessai. 2. Krishna Madhu Dessai.	300.00
"/25 part	O: Govind Vaman Lotlikar.	30.00
"/13 part	O: Anton Morais. T: Ragunath Shanu Dessai.	100.00
"/12 part	O: Felisio Gomes. T: Antu Mahadeo Dessai.	25.00
"/11 part	O: Chandu Ram Shetkar.	100.00
"/10 part	O: — do —	100.00
"/9 part	O: — do —	100.00
"/8 part	O: Felisio Gomes. T: Antu Mahadeo Dessai.	60.00
"/6 part	O: Chandu Ram Shetkar.	100.00
"/5 part	O: Felisio Gomes. T: Antu Mahadeo Dessai.	100.00
"/4 part	O: Chandu Ram Shetkar.	125.00
"/2 part	O: Felisio Gomes. T: Antu Mahadeo Dessai.	200.00
"/3 part	O: Chandu Rama Shetkar.	50.00
"/1 part	O: — do —	150.00
26/5 part	O: 1. Antonio Budivico de Piedade Morais. T: 1. Kansa Shankar Dessai. 2. Mahadeo Anant Dessai.	40.00
50/2 part	O: Antonio Morais.	125.00
50/4 part	O: 1. Govind Vaman Lotlikar. 2. Ragunath Shanu Dessai. T: 1. Ragunath Shanu Dessai. 2. Krishnanath Madhu Dessai.	300.00
50/1 part	O: — do —	100.00
51/1 part	O: 1. Patrocina Moraes. 2. Rosy Moraes.	125.00 125.00
51/6	C: 1. Antonio Eudina de Piedade Moraes alias Antonio de Piedade Moraes.	50.00
51/10 ¹ part	O: 1. Custodio Moraes. T: Govind Pandurang Dessai.	75.00
51/15 part	O: Albertinha Fernandes. T: Vithal Dormu Dessai.	60.00
51/16 part	C: Elvino Moraes. T: Soivonta Pandu Dessai.	50.00
51/20 part	C: Antonio Moraes. T: Ganesh Pandu Dessai.	50.00
51/18 part	C: Valeriono Dias. T: Yeshwant Gurguro Dessai.	50.00
51/21 part	C: Davido Moraes. T: Govindo Pandurang Dessai.	40.00
51/23 part	C: Antonio Moraes. T: Govind Pandu Dessai.	40.00
51/24 part	C: 1. Antonio Ludric Piedade Moraes alias Antonio de Piedade Moraes. T: Shrikant Uttam Dessai.	50.00
51/27 part	O: Antonio Moraes. T: Govind Pandurang Dessai.	40.00
51/28 part	O: Valeriano Dias. T: Yeshwant Gurguro Dessai.	125.00
51/30	O: Davido Moraes. T: Govind Pandurang Dessai.	50.00
51/31 part	O: — do —	25.00
23/20 part	O: Albertina Travas. T: Vithol Dormu Dessai.	40.00
23/21 part	O: Balbina Vaz.	50.00
23/24 part	O: Antonio Moraes. T: Ganesh Pandu Dessai.	75.00
23/26 part	O: Gavido Moraes. T: Shrikant Uttam Dessai.	75.00
23/27 part	O: Valeriano Dias. T: Yeshwant Gurguro Dessai.	100.00
23/29	O: Davido Moraes. T: Govind Pandurang Dessai.	50.00
23/30 part	O: 1. Valeriano Dias. T: Yeshwant Gurguro Dessai.	20.00

1	2	3
23/31	O: Antonio Moraes. T: Ganesh Pandu Dessai.	50.00
23/33 part	O: Valeriano Dias. T: Yeshwant Gurguro Dessai.	75.00
23/34 part	O: Davidó Moraes. T: Govind Pandurang Dessai.	75.00
23/35 part	O: Socoro Moraes. T: Metrobio Francisco Rubin Fernandes.	100.00
23/36 part	O: 1. Santana Moraes. 2. Lorencia Moraes. 3. Fabiano Moraes. 4. Aquino Moraes. 5. Antonio Moraes. 6. Baptista Moraes.	75.00
23/37 part	O: 1. Metrobio Francis Rubin Fernandes. 2. Socoro Moraes.	150.00
23/38 part	O: 1. Santan Moraes. 2. Lorencia Moraes. 3. Fabiano Moraes. 4. Aquino Moraes. 5. Antonio Moraes. 6. Baptista Moraes.	50.00
14/2 part	O: 1. Patrocina Moraes. 2. Rosy Moraes.	75.00
14/1 part	O: Antonio Moraes.	300.00
14/3 part	O: 1. Vithal Dharmu Dessai. 2. Dattaram Vithal Dessai. 3. Gopinath Krishna Naik Dessai. 4. Sudhakar Zulu Dessai. 5. Bikari Sada Dessai. 6. Narayan Govind Dessai. 7. Bicu Babu Dessai. 8. Govind Baban Dessai. 9. Kashinath Uttam Dessai.	125.00
15/11 part	O: 1. Santana Moraes. 2. Lorencia Moraes. 3. Fabiano Moraes. 4. Aquino Moraes. 5. Antonio Moraes. 6. Baptista Moraes.	300.00
15/10 part	O: 1. Socoro Moraes. 2. Metobio Moraes.	50.00
15/9 part	O: 1. Gopinath Krishna N. Kurade. T: Bombi Shamba Dessai.	500.00
13 part	O: 1. Candode. T: 1. Govindo Sada Dessai. 2. Madhu Sada Dessai. 3. Chandrakant Sada Dessai.	1000.00
11/5 part	O: 1. Candode. T: 1. Vithal Dharmu Dessai. 2. Dattaram Uttam Dessai. 3. Bombi Shambu Dessai. 4. Bicu Babu Dessai. 5. Govind Babu Dessai. 6. Yeshwant Gurguro Dessai. 7. Sada Bikari Dessai. 8. Zulo Gurguro. 9. Kashinath Uttam Dessai.	200.00
11/6 part	O: 1. Candode. T: 1. Santana Moraes. 2. Lorencina Moraes. 3. Fabiano Moraes. 4. Antonio Moraes. 5. Carlos Moraes. 6. Baptista Moraes. 7. Sudhakar Zulo Dessai.	150.00
11/7 part	O: Candode.	25.00
4/4 part	O: Candode.	800.00
Boundaries:		
North: Branch Canal & S. No. 40.		
South: S. No. 4.		
East: S. No. 40, Road, S. No. 49, 50, 51, 14, 13 & 4.		
West: S. No. 40, 39, Road, S. No. 24, 26, 23, 14, 15, 16, 13, 11.		
Total		18245.00

By order and in the name of the Governor of Goa.

D. V. Sathe, Under Secretary (Revenue).

Panaji, 16th January, 1990.

Notification

No. 22/18/90-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road No. 3 in V. P. Benaulim, Salcete Taluka.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (Rev) Collectorate of South Goa, Margao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector (Rev) Collectorate of South Goa, Margao.
3. The Executive Engineer, W. D. VI (R&B) PWD Fatorda, Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector, (Rev) Collectorate of South Goa, Margao for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Benaulim	
Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.	
1	2	3	
267/3 part	Carlota Abraches Cotta.	1800.00	
"/4 part	Julio Furtado.	1200.00	
268/8 part	1. Fernando L. dos Santos Fernandes. 2. Filipe de Rosario Fernandes.	800.00	
"/5 part	Lotlikar.	500.00	
"/7 part	Provedoria Assistance Publica.	1700.00	
263/1 part	Raghuvir Lotlikar.	400.00	
"/3 part	1. Luis V. S. Minguel Noronha. 2. Paxiao Custodio Fernandes.	100.00	
"/2 part	Rosario X. Fernandes.	400.00	
269/21 part	Comunidade of Benaulim.	150.00	
"/22 part	— do —	150.00	
"/23 part	— do —	150.00	
"/24 part	— do —	150.00	
"/25 part	— do —	100.00	
"/26 part	— do —	150.00	
"/27 part	— do —	100.00	
"/28 part	— do —	100.00	

1	2	3
269/29 part	Comunidade of Benaulim.	100.00
"30 part	—do—	100.00
"31 part	—do—	100.00
262/1 part	—do—	150.00
"2 part	—do—	100.00
"3 part	—do—	100.00
"4 part	—do—	100.00
"5 part	—do—	100.00
"6 part	—do—	100.00
"7 part	—do—	100.00
"8 part	—do—	100.00
"9 part	—do—	100.00
"10 part	—do—	150.00
"11 part	—do—	100.00
"12 part	—do—	100.00
310/29 part	—do—	1000.00
311/1 part	—do—	200.00
"2 part	—do—	100.00
"3 part	—do—	100.00
311/4 part	Comunidade of Benaulim.	100.00
"5 part	—do—	150.00
"6 part	—do—	150.00
"7 part	—do—	200.00
309 part	Sebastiao Camilo Rodrigues.	600.00
312/1 part	1. Jacinto L. Correia de Meireles.	2400.00
	2. Caetano A. S. Correia de Meireles.	
"2 part	—do—	400.00
"3 part	Paulo Antonio Lobo.	700.00
"4 part	Caetano Luzardo Rodrigues.	800.00
318/3 part	Honorato Velho.	1400.00
"6 part	Damodar Raghunath Audi.	600.00
321/1 part	Comunidade of Benaulim.	850.00
"2 part	—do—	650.00
"7 part	—do—	250.00
"8 part	—do—	250.00
"17 part	—do—	100.00
"18 part	—do—	250.00
"25 part	—do—	850.00
"26 part	—do—	400.00
338/1 part	Lourenco Xavier Fernandes.	100.00
336/part	Vishwanath Raghunath Audi.	1700.00
335/1 part	Joao Fernandes.	1500.00
334/1 part	1. Fernandes L. Dos Santos Fernandes	1200.00
	2. Filipe Do Rosario Fernandes.	
"2 part	—do—	400.00
"4 part	Comunidade of Benaulim.	200.00
"6 part	Elvina L. dos Charges D'Silva.	50.00
"7 part	Florina Fernandes.	100.00
333/1 part	Maria Delsiona Fernandes.	400.00
"2 part	Minguel Antonio Fernandes.	300.00
"4 part	Damciano Fernandes.	150.00
"5 part	Saturnino Antonio Fernandes.	150.00
332/12 part	Menino Bruno Rodrigues.	100.00
328/1 part	Elbino L. dos Chagas D'Silva.	1800.00
"2 part	Minguel Salvador Rodrigues.	500.00
"2 part	Carlos Fernandes.	400.00
329/2 part	Elbino Chagas D'Silva.	200.00
Taluka: Salcete		Village: Varca
218/5 part	1. Efifania Medonca Murgulhao.	300.00
	2. Fredy Margulhao.	
"4 part	Sertor P. Menino Gomes.	300.00
"13 part	—do—	50.00
219/1 part	Bazito Rodrigues.	400.00
	Jermiro Rodrigues.	
	Francisco Rodrigues.	
"4 part	Piedade Santimo Rebello.	400.00
217/2 part	Filomena Gomes.	400.00
"3 part	Matheus F. V. Fernandes.	100.00
"7 part	Damaciano Fernandes.	100.00
"4 part	Antonio L. Felix Rodrigues.	100.00
"5 part	Sertor P. Menino Gomes.	100.00
"6 part	Freddy Murgulhao.	300.00
216/1 part	Filomeno Gomes.	200.00
	Sertor P. Menino Gomes.	
"2 part	Telesforo F. do Rosario Alemiao.	500.00
	Antonio L. Felix Rodrigues.	

Boundaries:

North: S. No. 267/2, 268/8, 5, 7,
269/21 to 31, 310/29, 309, 336.
South: S. No. 367/4, 268/8, 5,
7, 263/1, 2, 3, 262/1 to 12,

1	2	3
	311/1 to 7, 335/1, S. No. 216/2 of Varca village.	
	East: Road, S. No. 312/2, 3, 4, 318/6, 321/1, 2, 18, 8, 321/25, 26, 334/1, 2, 4, 7, S. No. 328/2, 3, 218/4, 13, 217/2 to 7, 216/1, 2 of Varca village.	
	West: S. No. 313/2, 5, 19, 23, 312/3, 4, 318/3, 6, 11, 321/2, 7, 18, 17, 25, 26, 333/1, to 4, 332/12, 328/1, 329/2 S. No. 218/5, 4, 13, 217/2 to 7, 216/1, 6 of Varca village.	
	Total	34550.00

By order and in the name of the Governor of Goa.

P. S. Nao'karni, Under Secretary (Revenue).

Panaji, 16th March, 1990.

Notification

No. 22/14/90-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for the Command Area Development Authority Complex at Amona Quepem.

And Whereas in the opinion of the Government the provision of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), are applicable.

Now, therefore, the Government hereby notifies under Sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Dy. Collector/S. D. O. Quepem to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector/S.D.O. Quepem.
3. The Executive Engineer, W.D. XIV, I.D. Gogal Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector/S.D.O. Quepem for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Quepem

Village: Amona

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
11/1 part	O: Chandreshwar Bhutnath Devasthan.	20,000.00
12/13 part	O: — do — T: Nicolau M. Travasso.	50.00
12/17 part	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar.	50.00
12/18 part	O: Chandreshwar Bhutnath Devasthan. T: Nicolau M. Travasso.	75.00
12/20 part	— do —	300.00
12/25 part	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar.	50.00
12/26	O: Chandreshwar Bhutnath Devasthan. T: Nicolau M. Travasso.	100.00
12/27 part	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar.	100.00
12/28 part	— do —	25.00
12/29	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar. T: Nicolau M. Travasso.	200.00
12/30 part	O: Chandreshwar Bhutnath Devasthan. T: Nicolau M. Travasso.	125.00
12/35	— do —	100.00
12/36	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar.	125.00
12/37 part	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar. T: Nicolau M. Travasso.	225.00
12/38	O: Chandreshwar Bhutnath Devasthan. T: Nicolau M. Travasso.	150.00
12/39	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar.	125.00
12/40 part	O: Chandreshwar Bhutnath Devasthan. T: Nicolau M. Travasso.	100.00
12/41 part	O: Chandreshwar Bhutnath Devasthan. T: Uttam Santu Gaonkar.	25.00
12/45	O: Chandreshwar Bhutnath Devasthan. T: Pedro Menezes.	200.00
12/46 part	— do —	125.00
12/50	O: Chandreshwar Bhutnath Devasthan. T: Simao Fernandes.	75.00
12/51 part	O: Chandreshwar Bhutnath Devasthan. T: Anandem Gaonkar.	50.00
12/54	O: Chandreshwar Bhutnath Devasthan. T: Sabastiao Collasso.	100.00
12/55 part	O: Chandreshwar Bhutnath Devasthan. T: Simao Fernandes.	100.00
12/59	— do —	50.00
12/60 part	O: Chandreshwar Bhutnath Devasthan. T: Pedro Menezes.	50.00
12/61 part	O: Chandreshwar Bhutnath Devasthan. T: Anandem Gaonkar.	85.00
12/62 part	O: Chandreshwar Bhutnath Devasthan. T: Pedro Menezes.	50.00
12/63 part	O: Chandreshwar Bhutnath Devasthan. T: Sabastiao Fernandes.	50.00
12/69	O: Chandreshwar Bhutnath Devasthan. T: Pedro Menezes.	85.00
12/70 part	O: Chandreshwar Bhutnath Devasthan. T: Anandem Gaonkar.	50.00
12/73 part	O: Chandreshwar Bhutnath Devasthan. T: Sabastiao Colasso.	75.00
12/79 part	O: Chandreshwar Bhutnath Devasthan. T: Anandem Gaonkar.	100.00
12/86 part	O: Chandreshwar Bhutnath Devasthan. T: Pedro Menezes.	25.00

Boundaries:

North: S. No. 11.
South: S. No. 11.
East: S. No. 11 & 12.
West: Road.

Total 23195.00

By order and in the name of the Governor of Goa.
P. S. Nadkarni, Under Secretary (Revenue).
Panaji, 21st March, 1990.

Industries Department

Notification

No. 15/5/80-ILD-Vol. I

Read: — Government Notification No. 15-5/80-ILD-Vol. I dated 11-4-1990.

In exercise of the powers conferred by sub-section (2) of section 1 of the Goa, Daman and Diu Industrial Development Act, 1965 (Act 22 of 1965) the Government of Goa is pleased to appoint Dr. Ghaneshyam Mardolkar, Member of the Goa, Daman and Diu Industrial Development Corporation as Vice-Chairman of the said Corporation.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries).

Panaji, 23rd August, 1990.

Department of Labour

Order

No. 28/2/88-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 18th April, 1990.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Ref. No. IT/28/78/M-9/86

Shri Das Hari Simepuruskar — Workman/Party I

V/s

1. Shri Jeronimo Ethelredo Pinto

2. Shri Vinayak Rama Betkar — Employer/Party II

Workman represented by Adv. D. Govenkar.

Employer No. 2 represented by Adv. A. Lobo.

Panaji. Dated: 12-3-1990

AWARD

This is a reference made by the Govt. of Goa, by its order No. IRM/CON/(161)/77/IT-13/78 dated 30th March, 1978, with an annexure scheduled thereto which reads as follows:

"Whether the action of the employers Shri Ethelredo Jeronimo Pinto and Shri Vinayak Betkar, in terminating the services of Shri Das Hari Simepuruskar, Conductor, with effect from 20th September, 1977 is legal and justified?"

If not, to what relief the concerned workman is entitled to?"

The above Government reference dated 30th March, 1978 was received in this office and the matter was registered as IT/28/78 and the Party I/Workman appeared in person on 10-7-78 as seen from the roznama and the further dates were given. This matter has a chequered career and history and I shall study the facts leading to the Govt. reference. In this matter my Predecessor Dr. J. J. Coelho passed an award on 29-5-80 which was almost an ex-parte award. The Party I claimed to be a conductor on the bus No. GDT 2217 plying between Panaji and Mapusa. According to him his salary was Rs. 175/- p.m. plus daily bhatta charges of Rs. 5/-. According to him this bus was owned by two owners by name E. J. Pinto and Vinayak Rama Betkar. According to him the owner of the Transport company known as 'Amar-deep Bus Service' terminated his services on 13th September, 1978 and he claims that he was terminated after having put

up an unblemished service of over 8 years. According to him no legal formalities were followed by the owners before terminating his services and so he raised an industrial dispute claiming reinstatement into service together with back wages. The two partners of the Amardeep Bus Service were added as employers, Party II to the proceedings and the matter was heard before my Predecessor. It appears that out of the two partners Vinayak Rama Betkar was personally served with the notice but he did not participate in the proceedings. The other partner E. J. Pinto who was serving at Kuwait was not personally served with the notice and the award came to be passed by my Predecessor against both E. J. Pinto and Vinayak Betkar as employers/Party II and in the award my Predecessor directed the reinstatement into service of the workman/Party I, Das Hari Simepuraskar by holding that the termination of the services w.e.f. 30-9-77 was illegal and un-just. My Predecessor while directing reinstatement into service with continuity of service and full back wages also held that if the reinstatement was not possible the workman, Party I was entitled to a compensation of Rs. 7000/-. This award dated 29-5-80 was acquiesced into by Vinayak Rama Betkar but E. J. Pinto who was serving abroad was informed by his father Paul Pinto living at Siolim, Gaunsvaddo, about the ex-parte award and this E. J. Pinto arranged to send a Power of Attorney in the name of his father and his father filed Special Civil Application (Writ Petition) No. 133/81 in the court of the then Judicial Commissioner, Goa, Daman and Diu. The acting Judicial Commissioner allowed the petition and by a judgment dated 31st July, 1982 and held that the order of my Predecessor was not proper in as much as the petitioner E. J. Pinto was not personally served with the notice and it was wrong on the part of my Predecessor to proceed against him ex-parte even when there was no personal service on E. J. Pinto. The question posed before his Lordship the Judicial Commissioner was whether ex-parte award should be set aside against E. J. Pinto only because the other partner Vinayak Betkar had not evinced any interest in the proceedings. His Lordship found that the award cannot be set aside partly and he came to a conclusion that the award should be set aside as a whole. Thus the petition filed by Paul Pinto on behalf of his son E. J. Pinto was allowed on 31st July, 1982 and the matter came back to the file of this Tribunal and it was partly heard before my Predecessor Dr. Noronha and thereafter the matter came up before me for hearing. This time it so happened that the other partner V. R. Betkar took substantial interest in the matter by appearing through Advocate but the other partner who had taken the matter to the High Court did not evince any interest in the matter and repeated attempts to serve him with a notice failed and a public notice was issued in the daily issue of 'The Navhind Times' dated 12th August, 1988 and the matter was fixed on 23-8-88 for his appearance. The said E. J. Pinto did not appear in this matter and it was proceeded with ex-parte and this is how the matter is being fought between the workman Das Hari Simepuraskar on one part and the second partner Vinayak Rama Betkar on the other part. So the question is which of the two partners is responsible for the payment and reinstatement of the services of the conductor and what reliefs he is entitled to. To understand this, I shall go through the pleadings, issues and then the evidence that is recorded before me.

As per the pleadings the workman, Party II maintains that he was appointed as a conductor in the Amardeep Transport Company which was plying the bus No. GDT 2270 between Mapusa and Panaji at a salary of Rs. 175/- p.m. with daily bhatta of Rs. 5/-. It is suggested to him that E. Pinto alone was his employer and Betkar the other partner was not his employer. It is his positive case that both were his employers and they were responsible for his service conditions and his service was un-ceremoniously terminated by both of them. He has made out this case in his claim statement dated 19-8-79. Before my Predecessor D. Coelho the workman had filed his claim statement but Betkar, the other partner did not file any written statement before me. However, there was a statement of Betkar called Declaration dated 26-6-78 wherein Betkar has stated that the bus of Tata Mercedes Benz make bearing No. GDT 2217 had been sold to Smt. Bella Pinto for Rs. 86,000-00. My predecessor found that the other partner E. J. Pinto was not served but he felt that Pinto had knowledge of this proceeding and so even though there was no personal service on Pinto my predecessor passed a joint award against both partners. The issues framed by my predecessor were "whether the Party I prove that the employers (Betkar and Pinto) were not justified in terminating his services and whether this termination was illegal and void". With these two issues and Betkar not actually

participating in the matter and Pinto not knowing about the proceedings and passed the award on 29-5-1980 with the following order:

"The action of the EE/P II in terminating the services of W/P I w.e.f. 30-9-77 is illegal and unjustified. The W/P I is entitled either to be reinstated in services with continuity of service and full back wages from the date of the termination till the actual date of reinstatement or entitled for compensation of Rs. 7000/-.

So virtually my Predecessor found that the termination was unjust and illegal but there was no substance or purpose in directing reinstatement of the workman and so he considered all facts and circumstances and awarded a total compensation of Rs. 7,000/-. In normal circumstances the Party I, workman would have been entitled to this amount of Rs. 7,000/- on 29-5-80 itself because Betkar did not materially participate in the proceedings while E. J. Pinto who was abroad had not been served with the notice of the reference.

Anyway when E. J. Pinto came to know through his father about the passing of this award he issued a power of attorney to his father Paul Pinto and filed the Writ petition, Sp. Civil Application No. 133/81 which was heard by Dr. Gustavo Filipe Couto the then acting Judicial Commissioner who allowed the Writ Petition on 31st July, 1982 and set aside the order of my Predecessor and virtually this was an order of remand though it is not specifically said so. In this regard it has to be noted pertinently that the workman Das Hari Simepuraskar was Resp. No. 1 and Vinayak Betkar was Resp. No. 2 to this Writ petition filed by Paul Pinto on behalf of E. J. Pinto. The record shows that Vinayak Betkar did not evince any interest in the Writ petition and the question posed for consideration before his Lordship was whether the award should be set aside against E. J. Pinto alone because he was not served with the notice while Betkar had allowed ex-parte order to be passed against him. Adv. Smt. A. Agni appearing for the workman Simepuraskar had submitted before his lordship then that the award should be confirmed as against Vinayak Betkar and it may be set aside as against E. J. Pinto if it is found that he was not served with the notice of the reference. His Lordship was considering whether the award should be set aside as a whole or whether it should be set aside in respect of the Petitioner Pinto alone. Adv. M. S. Usgaonkar who appeared for him did read the above order passed by my Predecessor before his Lordship and contended that the award is not severable i.e. the award does not say whether Betkar and Pinto are jointly and severally liable to pay the amount of compensation of Rs. 7,000/-. So he submitted that the award is liable to be wholly set aside. His Lordship held in the concluding paragraph that the award is to be set aside as a whole and it was declared that in the circumstances of the case where Betkar was given ample opportunity by the Industrial Tribunal to put his defence, Betkar has entirely failed to do so. These observations go to show that his Lordship was virtually inclined to confirm the award so far as Betkar was concerned but his Lordship had to set aside the award as a whole because my Predecessor failed to note that E. J. Pinto was not personally served with the notice. This is how the matter came up before my Predecessor Dr. R. Noronha and later it came up before me and I have now to see whether both Pinto and Betkar are liable to pay the amount of compensation or whether Betkar is no way concerned with the Amardeep Transport Company which was plying GDT 2217 between Mapusa and Panaji on which the workman Das Hari Simepuraskar was the conductor.

Now in his evidence before me Vinayak Betkar has tried to make out a case on 16-2-89 that he was not a partner of the Transport Company and Pinto alone was the owner. However, his statement in examination in chief itself belies him. He supports his evidence stating that the bus named as 'Amardeep' was transported between Panaji and Mapusa route and originally it belonged to his ownership and he was transporting passengers through it. According to him he sold this bus to Albinho Pinto in 1969 and Das Hari Simepuraskar was not his employee. He is then confronted with the documentary evidence and he had to admit in cross examination that in a declaration on a stamp paper dated 26th June, 1978 he had signed and sworn the affidavit in court stating that he had purchased the bus in 1969 and the bus stood in his name in R. T. O. registration. He had to further admit that even now the bus registration stood in his name and it is he who had taken the permit for operating the bus on Panaji Mapusa route and most important is that permit is non-transferable. He was cross examined

on 6-2-1989 and he admitted that the bus permit for transporting passengers continued in his name until 4 years back and he does not know if the tax is paid in the R. T. O. office till last year. He is also confronted with the power of attorney given in respect of the bus GDT 2217 on 17th March, 1978 and the power of attorney was in the name of Bella Pinto, the mother of E. J. Pinto. He admits further that under this power of attorney he has entrusted Bella Pinto to look after the bus and his liabilities arising out of the bus transport business. With this it is suggested to him that he and E. J. Pinto had the bus business jointly in the partnership. All these admissions of Betkar are self-explanatory and we have to consider them in the background that in the earlier proceedings Betkar had not participated in the matter and virtually it was an ex-parte award. Normally, the award of my Predecessor dated 27-5-80 would have stood confirmed but for the intervention of E. J. Pinto through his father Paul Pinto. The fact that the matter is remanded to this Tribunal is already on record but surprisingly E. J. Pinto who had taken steps to file the Writ petition has now conveniently remained absent and has not shown any interest in the whole matter. It is no doubt true that the Tribunal was not working for more than 2 years for want of the appointment of a Presiding Officer. However, after my appointment in November, 1987 repeated attempts were made by me to get the notice served on him and lastly under my orders a public notice dated 30th July, 1988 was published in the daily issue of 'The Navhind Times' asking E. J. Pinto to appear before me on 23-8-88. Shri E. J. Pinto who must have knowledge about this proceeding has conveniently remained absent and on all counts the ex-parte award already passed by my Predecessor will have to be confirmed as against E. J. Pinto one of the two partners. The question then is about the other partner Vinayak Rama Betkar who has shown some interest in this matter as he appeared through Advocate at some stages and even his evidence was recorded before me. I have already discussed his evidence in the fore-going paragraphs and I have come to an irresistible conclusion that the bus belonged to the partnership of Vinayak Betkar, he was running the transport company in the name and style of 'Amardeep Transport Company' and therein he had taken E. J. Pinto as his partner and as E. J. Pinto had gone abroad the mother of E. J. Pinto by name Smt. Bella Pinto was the acting partner in whose name Betkar had given the power of attorney. All these facts and evidence go to show that Betkar was equally responsible for the employment of the conductor, Das Hari Simepuraskar though the conductor had no documents in writing to show the terms and conditions of his employment. My Predecessor had already considered these facts while passing the award and while re-appraising the same set of evidence there is no reason why I should come to any different conclusion. After considering all facts and circumstances, my Predecessor had calculated the amount of compensation and fixed it at Rs. 7,000/-. The question is about the reinstatement into services but it is seen that Amardeep Transport Company exists no more and the workman does not know when the Transport Company stopped working and so it would be in the interest of all concerned to confine myself to the award of compensation only in lieu of the order of reinstatement. So virtually I have come to the same conclusion to which my Predecessor had arrived and even after the matter had gone to the High Court through the Writ Petition in 1982, the position remains the same in 1990 and I feel that I have to confirm the same award without any verification and just to take into consideration the delay of paying the compensation to award interest to the workman. I, therefore answer the two issues accordingly and pass the following order:

ORDER

It is hereby held that the Employers Ethelredo Jeronimo Pinto and Vinayak Rama Betkar, were not justified in terminating the services of the workman, Party I, Das Hari Simepuraskar and he is entitled to be reinstated into ser-

vices with continuity of service. However as the Amardeep Transport Company is not working, I direct that instead of reinstatement into service, the workman, Party I is entitled for compensation of Rs. 7,000/- (Rupees seven thousand only), to the past service, back wages and other dues on account of illegal termination of service. The partners namely Party II, do pay interest on this amount at 12% from 29-5-80 till realisation in addition to the cost of Rs. 200 (Rupees two hundred only) as awarded by my Predecessor. The party II/Employers do bear their own costs.

Inform the Government accordingly about the passing of the award.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

Notification

No. 28/31/83-LAB

Whereas the Government of Goa is satisfied that public interest so requires that the services in the Inland Water Transport Industry including handling, movement or transportation of cargo by barges (hereinafter called as the 'said service'), should be declared as public utility service for the purposes of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act').

Now, Therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the said Act, the Government of Goa hereby declares the said service to be public utility service for the purposes of the said Act, for a period of six months with effect from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 20th August, 1990.

Notification

No. 28/27/83-LAB

Whereas the Government of Goa is satisfied that the public interest so requires that the industry engaged in the transport for carriage of passengers or goods by land (hereinafter called as the 'said industry'), should be declared to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called as the 'said Act').

Now, Therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the said Act, the Government of Goa hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months with effect from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 20th August, 1990.

Notification

No. 26/11/90-LAB

In exercise of the powers conferred by sub-section (2) of section 65 of the Factories Act, 1948 (Central Act LXIII of 1948) (hereinafter called the 'said Act'), the Government of Goa hereby exempts all the adult workers in Naval Store Depot, Vasco-da-Gama Goa, from the provisions of section 51 of the said Act, for a period of one year commencing from the date of publication of this Order in the Official Gazette.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 20th August, 1990.

Finance (Revenue and Control) Department
Office of Commissioner of Entertainment Tax

Notification

No. CET/ADM/1/3/90-91/149

Read: Order No. CST/23/3/EST/90/709 dated 11-6-1990, of the Sales Tax Department, Panaji.

In exercise of the powers conferred by sub-section (3) of Section 2A of the Goa, Daman and Diu Entertainment Tax Act, 1964 (2 of 1964) Shri L. L. Cardozo is appointed as Assistant Entertainment Tax Officer for the purpose of the said Act with effect from 14-6-1990 (F.N.) until further orders.

Anshu Prakash, Commissioner of Entertainment Tax.

Panaji, 17th August, 1990.

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Law (Establishment) Department
District and Sessions Court, Panaji

Order

No. DSC/PT-PS/90/1850

Shri Sundararajan, Civil Judge, Senior Division and Judicial Magistrate, F. C. Ponda, is hereby granted Earned Leave for 30 days with effect from 23-4-90 to 22-5-90.

He is also allowed to surrender of Earned Leave to the extent of 30 days in terms of Government of Goa, Department of Personnel, Notification No. 6/51/87-PER dated 16-2-1989 and obtain necessary encashment.

The sanction of encashment of Earned Leave is subject to the following conditions:

- 1) The amount of leave salary and allowances for the surrendered leave of 30 days shall be refunded forthwith to Government in one instalment or adjusted in full in the first monthly pay/leave salary bill in case the leave has to be cancelled by the competent authority (Leave Sanctioning Authority) before proceeding on leave.
- 2) He shall not be allowed to rejoin duty before the expiry of the Earned Leave sanctioned to him as above.

- 3) On return from the leave, he shall serve the Government for a period of not less than that of the Earned Leave surrendered for encashment.

Certified that he would have continued in the same capacity but for proceeding on leave.

Certified that he is reposted to his previous place of posting on expiry of the above leave period.

During Shri P. Sundararajan's absence on leave, Shri M. D. Kamath, Civil Judge, Senior Division and Chief Judicial Magistrate, Panaji, shall look after Civil and Criminal matter of his Court.

Eurico Santana da Silva, District and Sessions Judge.

Panaji, 26th March, 1990.

Order

No. DSC/MDK/L/159/90/2401

Shri M. D. Kamath, Civil Judge, Senior Division and Chief Judicial Magistrate, Panaji, is hereby granted Earned Leave for 6 days with effect from 30th April, 1990 to 5th May, 1990 with permission to Prefix 26th, 27th, 28th and 29th April, 1990 being Public Holidays, 4th Saturday and Sunday and Suffix 6th May, 90 being Sunday respectively.

Certified that but for proceeding on leave, he would have officiated as Civil Judge, Senior Division and Chief Judicial Magistrate, Panaji.

On expiry of leave granted he is likely to be posted in the same station from where he is proceeding on leave.

During Shri M. D. Kamath's absence on leave Shri D. R. Kenkre, Civil Judge, Senior Division and J.M.F.C., Bicholim, shall look after urgent Special Civil Suits and Shri S. S. Kamat, Civil Judge, Junior Division and J.M.F.C., Panaji, shall look after Regular Civil Suits and Criminal matters of his Court.

He is permitted to avail of L.T.C. to home town for the block year 1990-91. He is also permitted to leave the Head Quarters for the above leave period.

Eurico Santana da Silva, District & Sessions Judge.

Panaji, 24th April, 1990.